

Request for Quotation and Qualifications Number
RFQQ 2014 0912 ACQ

for

***Drupal Web Content Management Enterprise
Support, Hosting and Migration***

by the

Washington State

Department of Transportation

Release Date: September 12, 2014

Due Date and Time

October 14, 2014 at 4:00 PM (PT)

The RFQQ Coordinator is the **SOLE POINT OF CONTACT** at WSDOT for this procurement.
All communication between the bidding Proposers and WSDOT shall be with the RFQQ
Coordinator.

Tim Carroll, RFQQ Coordinator
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SECTION 1

1. INTRODUCTION

1.1 Background

The Washington State Department of Transportation (WSDOT) has been using Microsoft Content Management Server (CMS) 2002 for a significant portion of its external/internet and internal/intranet web pages. That product has reached end-of-life, and a new Web Content Management (WCM) solution is required. WSDOT has decided on the Drupal platform (minimum version 7, or above) as its new WCM tool. While Drupal may be an open-source solution, WSDOT is interested in services from vendors to support Drupal in an enterprise environment, including support, training, managed enterprise hosting (as defined in the Definitions Section) and optional content migration services.

Our current WCM system features the following:

- Internal site (Intranet)
 - Pages/nodes: ~3,000
 - SQL Database size: 13.6GB
 - Monthly bandwidth: 95GB
- External site (Public Intranet)
 - Pages/nodes: ~7,000
 - SQL Database size: 58.8GB
 - Monthly bandwidth: 13 TB
- Monthly pageviews (combined): up to 5,000,000 (somewhat seasonally affected)
- Total file system (disk) space required (total): 100GB

1.2 Acquisition Authority

Chapter 39.26 and Chapter 43.41A of the Revised Code of Washington (RCW) as amended. WSDOT issues this Request for Quotation and Qualifications (RFQQ) acting under the delegated authority of the Department of Enterprise Services and consistent with the policies and standards of the OCIO.

1.3 Purpose

WSDOT is initiating this solicitation to acquire *services including support, training, hosting and optional content migration services* for a Drupal (minimum version 7, or above) Web Content Management platform.

1.4 Contract Term

It is anticipated that the term of the resulting Contract will be *one-(1) year* commencing on the effective date of the Contract. WSDOT, at its sole discretion, may initiate extending the Contract for up to *three-(3) additional one- (1) year* terms.

1.5 Definitions

“Acceptable Alternative” shall mean a Vendor-proposed option that WSDOT considers satisfactory in meeting a Mandatory requirement. WSDOT, at its sole discretion, will determine if the proposed alternative meets the intent of the original Mandatory requirement.

“Apparently Successful Vendor” (ASV) shall mean the Vendor(s) who: (1) meets all the requirements of this RFQQ, **and** (2) receives the highest number of total points.

“Business Days” or “Business Hours” shall mean Monday through Friday, 8 AM to 5 PM, local time in Olympia, Washington, excluding Washington State holidays.

“Cloud Hosting” shall mean a type of hosting platform that allows customers powerful, scalable and reliable hosting based on clustered load-balanced servers and utility billing. A cloud hosted website may be more reliable than alternatives since other computers in the cloud can compensate when a single piece of hardware goes down. Also, local power disruptions or even natural disasters are less problematic for cloud hosted sites, as cloud hosting is decentralized. Cloud hosting also allows providers to charge users only for resources consumed by the user, rather than a flat fee for the amount the user expects they will use, or a fixed cost upfront hardware investment. Alternatively, the lack of centralization may give users less control on where their data is located which could be a problem for users with data security or privacy concerns.

“Contract” shall mean the RFQQ, the Response, Contract document, all schedules and exhibits, *all statements of work* and all amendments awarded pursuant to this RFQQ.

“Dedicated Hosting” shall mean that customer gets his or her own Web server and gains full control over it (user has root access for Linux/administrator access for Windows); however, the user typically does not own the server. One type of dedicated hosting is Self-Managed or Unmanaged. This is usually the least expensive for dedicated plans. The user has full administrative access to the server, which means the client is responsible for the security and maintenance of his own dedicated server.

“Delivery Date” shall mean the date by which the ordered *services* must be delivered.

“Desirable” or “(D)” *shall mean the requirement is important but not mandatory. The Response will not be scored.*

“Desirable Scored” or “(DS)” *shall mean the requirement is important but not mandatory, and the Response will be scored.*

“WSDOT” shall mean the Washington State Department of Transportation.

“License” shall mean the right to use the *Software or other property*.

“Managed/Enterprise Hosting” shall mean that the customers gets his or her own Web server but is not allowed full control over it (user is denied root access for Linux or administrator access for Windows); however, they are allowed to manage their data via SSH or other secure remote management tools. The user is disallowed full control so that the provider can guarantee quality of service by not allowing the user to modify the server or potentially create configuration problems. The user typically does not own the server. The server is leased to the client. In Addition, the vendor will update and patch all software, including Drupal and the rest of the LAMP stack. The customer will work with vendor regarding the implementation of any new Drupal modules (which the vendor will then install and maintain). The customer will have administrative access to Drupal, to install and manage templates and other administrative functions. And, customer’s staff will have access to update and manage content on the website (an “author” role).

“**Mandatory**” or “**(M)**” shall mean the Vendor must comply with the requirement, and the Response will be evaluated on a pass/fail basis.

“**Mandatory Scored**” or “**(MS)**” shall mean the Vendor must comply with the requirement, and the Response will be scored.

“**Products**” shall mean *Software and/or Services* as defined in this section.

“**RCW**” means the Revised Code of Washington.

“**Response**” shall mean the written proposal submitted by Vendor to WSDOT in accordance with this RFQQ. The Response shall include all written material submitted by Vendor as of the date set forth in the RFQQ schedule or as further requested by WSDOT.

“**Services**” may include both Professional Services and shall mean those Services provided by Vendor relating to the solicitation, deployment, development and/or implementation activities that are appropriate to the scope of this solicitation.

“**Shared Hosting**” shall mean that customer’s website is placed on the same server as many other sites, ranging from a few to hundreds or thousands. Typically, all domains may share a common pool of server resources, such as RAM and the CPU.

“**Software**” shall mean the object code version of computer programs Licensed pursuant to the Contract. Software also means the source code version, where provided by Vendor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

“**State**” shall mean the state of Washington.

“**Statement of Work**” (**SOW**) shall mean *the statement of work included in, or attached to, the resulting Contract* between Vendor and WSDOT for Vendor’s *Software, Hardware and/or Services* to be accomplished under the terms and conditions of the resulting Contract.

“**Subcontractor**” shall mean one not in the employment of Vendor, who is performing all or part of the *Software, Hardware and/or Services* under the resulting Contract under a separate contract with Vendor. The term “Subcontractor” means Subcontractor(s) of any tier.

“**Vendor**” shall mean a company, organization, or entity submitting a Response to this RFQQ.

“**VPS Hosting**” shall mean that server resources are divided into virtual servers, where resources can be allocated in a way that does not directly reflect the underlying hardware. VPS will often be allocated resources based on a one server to many VPSs relationship, however virtualization may be done for a number of reasons, including the ability to move a VPS container between servers. The users may have root access to their own virtual space. Customers are sometimes responsible for patching and maintaining the server.

1.6 Single Award

Only one (1) ASV will be identified via this procurement. WSDOT intends to award only one (1) Contract.

1.7 Quantity/Usage

Since the Contract resulting from this solicitation will be designated as “optional-use,” no guarantee of volume or usage can be given.

1.8 Overview of Solicitation Process

During Phase I, WSDOT will select top finalists based on the scoring criteria set forth in Section 9. During Phase II, those selected Vendor Top Finalists must *give an oral presentation or perform a demonstration as described in Section 5.4, titled Oral Presentations/Interviews*. WSDOT will select from the top finalists an Apparent Successful Vendor (ASV) based on the criteria set forth in Section 9, *Evaluation Process*.

Types and Components of Contract

1.9 General

WSDOT intends to award only one (1) contract to provide the *Drupal Enterprise Support, Training, Hosting and Content Migration* or a portion of the *Drupal Enterprise Support, Training, Hosting and Content Migration* described in this RFQQ. Additional *services* that are appropriate to the scope of this RFQQ, as determined by WSDOT, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

1.10 Statements of Work (SOW)

All services to be performed for WSDOT under the Contract shall be documented in a Statement of Work (SOW) established between the WSDOT and the Vendor. The SOW will reference the Contract by number, describe the scope of work to be performed, the estimated total cost of the project.

1.11 Funding

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

SECTION 2

2. SCHEDULE

This RFQQ is being issued under the following Schedule. The Response deadlines are mandatory and non-negotiable. Failure to meet any of the required deadlines will result in disqualification from participation. All times are local time, Olympia, WA.

DATE & TIME	EVENT
9/12/2014	RFQQ Issued
9/22/2014, 4:00 PM	Mandatory Letter of Intent Due
9/23/2014, 4:00 PM	Final Vendor Questions and Comments due
9/29/2014, 4:00 PM	State's Final Written Answers issued
10/14/2014, 4:00 PM	Vendor Responses due
10/15/2015 – 10/22/2014	Evaluation period
10/23/2014	Vendor Notification of Interviews/Demos
10/27/2014 – 10/29/2014	Top Finalist Interviews / Demos
10/30/2014	Finalize Evaluation & Best Value
10/30/2014	Announcement of ASV.
11/6/2014	Vendor Request for Optional Debriefing due
11/7/2014 – 11/13/2014	Optional Vendor Debriefings
11/17/2014	**Anticipated Contract Start Dates

WSDOT reserves the right to revise the above schedule.

SECTION 3

3. ADMINISTRATIVE REQUIREMENTS

3.1 RFQQ Coordinator (Proper Communication)

Upon release of this RFQQ, all Vendor communications concerning this solicitation must be directed to the RFQQ Coordinator listed below. With the exception of the Office of *Minority and Women's Business Enterprises*, (reference Subsection 3.21), unauthorized contact regarding this solicitation with other state employees involved with the solicitation may result in disqualification. All oral communications will be considered unofficial and non-binding on the State. Vendors should rely only on written statements issued by the RFQQ Coordinator.

Tim Carroll, RFQQ Coordinator
Washington State Department of
Transportation
Attn: Tim Carroll, RFQQ Coordinator
Administrative Contracts Office
P.O. Box 47408
Olympia, WA 98504-7408

Telephone: (360) **705-7595**
FAX: (360) **704-6381**
E-mail: Carrolt@wsdotwa.gov

Overnight Courier and Hand Deliveries must
be submitted at:
Washington State Department of
Transportation
Administrative Contracts Office
310 Maple Park Avenue SE 2B1
Olympia, WA 98504

3.2 Mandatory Letter of Intent

A letter indicating the Vendor's intent to respond to this RFQQ must be received by the RFQQ Coordinator at the address specified in Section 3.1, *RFQQ Coordinator*, no later than the date and time listed in Section 2, *Schedule*. The Vendor may submit the Letter of Intent by U.S. mail, facsimile or e-mail. *Only Vendors submitting a letter of intent will directly receive amendments and other information regarding this RFQQ.*

Each Vendor must include the following information in the Letter of Intent:

- a) Vendor name;
- b) Statement that the Vendor intends to propose; and
- c) Vendor's authorized representative for this RFQQ, who will be available as the primary contact throughout the RFQQ process, and contact information as follows:

Name and title of authorized representative
Address
Telephone number
FAX number
E-mail address

3.3 Vendor Questions

Vendor questions regarding this RFQQ *will* be allowed until the date and time specified in the *Schedule* (Section 2). Vendor questions must be submitted in writing (e-mail acceptable) to the RFQQ Coordinator. An official written WSDOT response will be provided for Vendor questions received by this deadline. Written responses to Vendor questions will be posted on the WSDOT web site at: <http://www.wsdot.wa.gov/Business/Contracts/>.

The Vendor that submitted the questions will not be identified. Verbal responses to questions will be considered unofficial and non-binding. Only written responses posted to the WSDOT web site will be considered official and binding.

3.4 Vendor Comments Invited

Vendors are encouraged to review the mandatory requirements of this RFQQ carefully, and submit any comments and recommendations to the RFQQ Coordinator. Where mandatory requirements appear to prohibit or restrict your firm's participation, an explanation of the issue with suggested alternative language should be submitted in writing to the RFQQ Coordinator by the deadline for Vendor Questions, Comments, and Complaints in the *Schedule* (Section 2).

3.5 Response Contents

The Response must contain information responding to all mandatory requirements in Sections 4 through 6, and must include the signature of an authorized Vendor representative on all documents required in the appendices.

The Response should be submitted in two (2) volumes containing what is listed below. This separation of documentation protects the integrity of the State's evaluation process. No mention of the cost response may be made in Volume 1.

Volume 1:

Vendor's cover letter explicitly acknowledging receipt of all RFQQ revisions issued, if any
The Response to the Vendor requirements (Section 4)
The Response to the Experience and Skill requirements (Section 5)

Volume 2:

The Responses to the financial requirements and *Price List* (Section 8)
The cost response in a completed *Cost Model* (Appendix E)
Vendor's signed and completed *Certifications and Assurances* (Appendix A)
Vendor's exceptions and/or proposed revisions to the Contract (Appendix B)
Vendor's *MWBE Certification* (Appendix C), if applicable

Failure to provide any requested information in the prescribed format may result in disqualification of the Vendor.

3.6 (M) Number of Response Copies Required

WSDOT prefers that vendors submit the following number of copies of each volume of their response.

Six (6) hard copies and 1 CDROM of Response Volume 1
Three (3) hard copies and 1 CDROM of Response Volume 2
1 copy of manuals, brochures, or other printed materials, if submitted.

3.7 (M) Response Presentation and Format Requirements

The following requirements are mandatory in responding to this RFQQ. Failure to follow these requirements may result in Vendor disqualification.

3.7.1 The signature block in Appendix A, *Certifications and Assurances*, must be signed by a representative authorized to bind the company to the offer.

3.7.2 Vendor must respond to each question/requirement contained in Sections 4 through 6 of this RFQQ, and complete the *Cost Model / Price List*, Appendix E, *Certifications and Assurances* (Appendix A) and other applicable appendices. Failure to comply with any applicable item may result in the Response being disqualified.

3.7.3 Each of the RFQQ requirements are numbered and titled. In each requirement title is a designation indicating how the Response will be evaluated:

- a) For Mandatory requirements (**(M)**), the Response must always indicate explicitly whether or not the Vendor's proposed *solution* meets the requirement. A statement, "(Vendor Name) has read, understands, and fully complies with this requirement" is acceptable, along with any additional information requested.
- b) For Mandatory Scored (**(MS)**) and Desirable Scored (**(DS)**) items, the Response must always indicate explicitly whether or not the Vendor's proposed *solution* meets the requirement, and describe how the proposed Vendor's *solution* will accomplish each requirement or are desirable as it relates to the service(s) proposed.

3.7.4 Responses must be prepared on standard 8.5 x 11-inch loose-leaf paper and placed in three-ring binders with tabs separating the major sections of the Response. Pages must be numbered consecutively within each section of the Response showing Response section number and page number.

3.7.5 Include Vendor name and the name, address, e-mail, facsimile and telephone number of the Vendor's authorized representative at the beginning of each volume of the Response.

3.7.6 Figures and tables must be numbered and referenced in the text of the Response by that number. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible.

3.7.7 Response prices must be submitted using the *Cost Model/ Price List*, Appendix E. Separate price quotes attached to this document or submitted in some other form will not be accepted as a valid Response.

3.7.8. The Response, as well as any reference materials presented by Vendor, must be written in English and Vendor must provide all rates in United States dollars.

3.8 Multiple Responses Not Permissible

Only one (1) single response from a Vendor will be accepted.

3.9 Delivery of Responses

It is mandatory that Vendors submit all copies of their Responses by the date and time in Section 2, *Schedule*, to the RFQQ Coordinator at the address specified in *RFQQ Coordinator* (Section 3.1).

Responses must be received at WSDOT by the date and time specified. Responses arriving after the deadline will be returned unopened to their senders. A postmark by that time is not acceptable. **Responses sent by facsimile or e-mail will not be accepted.** Vendors assume all responsibility for the method of delivery and for any delay in the delivery of their Response.

3.10 Cost of Response Preparation

WSDOT will not reimburse Vendors for any costs associated with preparing or presenting a Response to this RFQQ.

3.11 Response Property of WSDOT

All materials submitted in response to this solicitation become the property of WSDOT, unless received after the deadline in which case the Response is returned to the sender. WSDOT has the right to use any of the ideas presented in any material offered. Selection or rejection of a Response does not affect this right.

3.12 Proprietary or Confidential Information

Any information contained in the Response that is proprietary or confidential must be clearly designated. Marking of the entire Response or entire sections of the Response as proprietary or confidential will not be accepted nor honored. WSDOT will not accept Responses where pricing is marked proprietary or confidential, and the Response will be rejected.

To the extent consistent with chapter 42.17 RCW, the Public disclosure Act, WSDOT shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, WSDOT will notify Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, WSDOT will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Vendor of any request(s) for disclosure for so long as WSDOT retains Vendor's information in WSDOT records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Vendor of any claim that such materials are exempt from disclosure.

3.13 Waive Minor Administrative Irregularities

WSDOT reserves the right to waive minor administrative irregularities contained in any Response. Additionally, WSDOT reserves the right, at its sole option, to make corrections to Vendors' Responses when an obvious arithmetical error has been made in the price quotation. Vendors will not be allowed to make changes to their quoted price after the Response submission deadline.

3.14 Errors in Response

Vendors are liable for all errors or omissions contained in their Responses. Vendors will not be allowed to alter Response documents after the deadline for Response submission. WSDOT is not liable for any errors in Responses. WSDOT reserves the right to contact Vendor for clarification of Response contents.

In those cases where it is unclear to what extent a requirement or price has been addressed, the evaluation team(s) may, at their discretion and acting through the RFQQ Coordinator, contact a Vendor to clarify specific points in the submitted Response. However, under no circumstances will the responding Vendor be allowed to make changes to the proposed items after the deadline stated for receipt of Responses.

3.15 Amendments/Addenda

WSDOT reserves the right to change the *Schedule* or other portions of this RFQQ at any time. WSDOT may correct errors in the solicitation document identified by WSDOT or a Vendor. Any changes or corrections will be by one or more written amendment(s), dated, and attached to or incorporated in and made a part of this solicitation document. All changes must be authorized and issued in writing by the RFQQ Coordinator. If there is any conflict between amendments, or between an amendment and the RFQQ, whichever document was issued last in time shall be controlling. In the event that it is necessary to revise or correct any portion of the RFQQ, a notice will be posted on the procurement web site at: <http://www.wsdot.wa.gov/Business/Contracts/>

3.16 Right to Cancel

With respect to all or part of this RFQQ, WSDOT reserves the right to cancel or reissue at any time without obligation or liability.

3.17 Contract Requirements

To be responsive, Vendors must indicate a willingness to enter into a Contract substantially the same as the Contract in Appendix B, by signing the *Certifications and Assurances* located in Appendix A. Any specific areas of dispute with the attached terms and conditions must be identified in the Response and may, at the sole discretion of WSDOT, be grounds for disqualification from further consideration in the award of a Contract.

Under no circumstances is a Vendor to submit their own standard contract terms and conditions as a response to this solicitation. Instead, Vendor must review and identify the language in Appendix B that Vendor finds problematic, state the issue, and propose the language or contract modification Vendor is requesting. All of Vendor's exceptions to the contract terms and conditions in Appendix B must be submitted within the Response, attached to Appendix A, *Certification and Assurances*. WSDOT expects the final Contract signed by the ASV to be substantially the same as the contract located in Appendix B.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiation of the final Contract.

The ASV will be expected to execute the Contract within ten (10) Business Days of its receipt of the final Contract. If the selected Vendor fails to sign the Contract within the allotted ten (10) business days' time frame, WSDOT may elect to cancel the award, and award the Contract to the next ranked Vendor, or cancel or reissue this solicitation (see Subsection 3.16, *Right to Cancel*). Vendor's submission of a Response to this solicitation constitutes acceptance of these contract requirements.

3.18 Incorporation of Documents into Contract

This solicitation document and the Response will be incorporated into any resulting *Performance based* Contract.

3.19 No Best and Final Offer

WSDOT reserves the right to make an award without further discussion of the Response submitted; *i.e.*, there will be no best and final offer request. Therefore, the Response should be submitted on the most favorable terms that Vendor intends to offer.

3.20 No Costs or Charges

No costs or charges under the proposed Contract may be incurred before the Contract is fully executed.

3.21 Minority and Women's Business Enterprises (MWBE)

WSDOT strongly encourages participation of minority and women businesses. Vendors who are MWBE certified or intend on using MWBE certified Subcontractors are encouraged to identify the participating firm on Appendix C. No minimum level of MWBE participation is required as a condition of receiving an award and no preference will be included in the evaluation of Responses in accordance with chapter 39 RCW. For questions regarding the above, contact Office of MWBE at (360) 753-9693.

3.22 No Obligation to Contract/Buy

WSDOT reserves the right to refrain from Contracting with any and all Vendors. Neither the release of this solicitation document nor the execution of a resulting Contract obligates WSDOT to make any purchases.

3.23 Non-Endorsement and Publicity

In selecting a Vendor to supply *Drupal Enterprise Support, Training, Hosting and Content Migration* to the state of Washington, the State is neither endorsing Vendor's Products, nor suggesting that they are the best or only solution to the State's needs. By submitting a Response, Vendor agrees to make no reference to WSDOT or the state of Washington in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of WSDOT.

3.24 Withdrawal of Response

Vendors may withdraw a Response that has been submitted at any time up to the Response due date and time (identified on the *Schedule*, Section 2). To accomplish Response withdrawal, a written request signed by an authorized representative of Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted Response, Vendor may submit another Response at any time up to the Response submission deadline.

3.25 Optional Vendor Debriefing

Only Vendors who submit a Response may request an optional debriefing conference to discuss the evaluation of their Response. The requested debriefing conference must occur on or before the date specified in the *Schedule* (Section 2). The request must be in writing (fax or e-mail acceptable) addressed to the RFQQ Coordinator.

The optional debriefing will not include any comparison between the Response and any other Responses submitted. However, WSDOT will discuss the factors considered in the evaluation of the requesting the Response and address questions and concerns about Vendor's performance with regard to the solicitation requirements.

3.26 Complaint and Protest Procedures

Vendors who have submitted a Response to this solicitation and have had a debriefing conference may make protests. Upon completion of the debriefing conference, a Vendor is allowed five (5) Business Days to file a formal protest of the solicitation with the RFQQ Coordinator. Further

information regarding the grounds for, filing and resolution of protests is contained in Appendix D, *Complaint and Protest Procedures*.

3.27 Selection of Apparently Successful Vendor

All Vendors responding to Phase I of this RFQQ shall be notified by mail or Fax when WSDOT has determined the Semi-Finalists. The date of the announcement of the Semi-Finalists shall be the date the announcement is postmarked.

From the Semi-Finalists there will be one (1) ASV identified to be eligible to provide the *services* specified in this RFQQ. The ASV will be the respondent who: (1) meets all the requirements of this RFQQ; and (2) receives the highest number of total points as described in Section 9, *Evaluation Process*.

3.28 Electronic Availability

The contents of this RFQQ and any amendments/addenda and written answers to questions will be available on the WSDOT web site at: <http://www.wsdot.wa.gov/Business/Contracts/>.

SECTION 4

4. VENDOR REQUIREMENTS

Respond to the following requirements per the instructions in section 3.7.

4.1 (M) Vendor Profile

Vendor must provide the legal business name, legal status (*e.g.*, corporation, sole proprietor, etc.) and the year the entity was organized to do business as the entity now substantially exists, Washington State Uniform Business Identification (UBI) number, the home office address, and telephone and fax numbers, web site URL (if any), and organizational chart of the legal entity with whom WSDOT may execute any Contract arising from this RFQQ, including the names and titles of Vendor's principal officers.

4.2 (M) Vendor Organizational Capabilities

Vendor must provide a brief description of its entity (including business locations, size, areas of specialization and expertise, client base and any other pertinent information that would aid an evaluator in formulating a determination about the stability and strength of the entity), including the Vendor organization's experience and history with *Drupal Enterprise Support/Training/Hosting/Content Migration*.

4.3 (M) Vendor Account Manager/Team

Vendor must designate an account manager or team who will be the principal point of contact the WSDOT Contract Administrator for the duration of the Contract. Vendor's account manager will serve as the focal point for business matters and administrative activities.

4.4 (M) Vendor Licensed to do Business in Washington

Within thirty (30) days of being identified as the ASV, Vendor must be licensed to conduct business in Washington, including registering with the Washington State Department of Revenue. The Vendor must collect and report all applicable taxes.

4.5 (M) Use of Subcontractors

WSDOT will accept Responses that include third party involvement only if the Vendor submitting the Response agrees to take complete responsibility for all actions of such Subcontractors. Vendors must state whether Subcontractors are/are not being used, and if they are being used, Vendor must list them in response to this subsection. WSDOT reserves the right to approve or reject any and all Subcontractors that Vendor proposes. Any Subcontractors engaged after award of the Contract must be pre-approved, in writing, by WSDOT.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 RCW. Vendors should familiarize themselves with the requirements prior to submitting a Response.

4.6 (M) Prior Contract Performance

Vendor must submit full details of all Terminations for Default for performance similar to the services requested by this RFQQ experienced by the Vendor in the past five (5) years, including the other party's name, address and telephone number.

“Termination for Default” is defined as notice to Vendor to stop performance due to the Vendor’s non-performance or poor performance and the issue was either: (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Vendor must describe the deficiencies in performance, and describe whether and how the deficiencies were remedied. Vendor must present any other information pertinent to its position on the matter.

WSDOT will evaluate the information and may, at its sole discretion, reject the Response if the information indicates that completion of a Contract resulting from this RFQQ may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such Terminations for Default in the past five years, so declare.

4.7 (M) Documentation

4.7.1 Provide a sample of a training manual / curriculum and operations manuals.

4.7.2 For site hosting, provide any relevant datacenter / operational certifications/audits (for example, SSAE16, ISO, LEED); and include a sample architecture diagram of a Vendor hosting solution.

4.7.3 Sample Drupal Configurations/workflow documentation

4.7.4 Sample test methodology and results for any *system, performance, and stress testing*

SECTION 5

5. Experience and Skill Qualifications

Respond to the following requirements per the instructions in section 3.7.

(MS) Experience Levels

Vendor's service offering must include personnel possessing the Senior and Expert experience levels shown below.

5.1 Expert Level

Qualifications: Seven (7) or more years of increasing levels of responsibilities associated with *Drupal Support & Hosting* services, as well as leadership and management responsibilities. Proven interpersonal communications and problem solving skills. Ability to provide innovative ideas, identifies problem areas and provides solutions, and transfer technical information to state staff. Proficiency in integration of multiple complex disparate systems working with a technically diverse staff.

Examples of expertise preferred include: *system architect, project manager, database manager, design consultant, operations manager, support manager, etc. Example duties may include... performs complex network and security analysis, design, development, installation, maintenance, support, tuning, and/or monitoring tasks.*

5.2 Senior Level

Qualifications: Five (5) or more years of increasing levels of experience and demonstrated superior knowledge, skills and abilities in *Drupal Support and Hosting* services. Examples of the expertise and skill sets preferred may include: *design/administration/management/technical experience etc. Example duties may include... independently, or under supervision of a higher-level consultant or manager, assists in the definition, design, test, documentation and/or modification of Drupal operating environments and networks. Performs complex network and security analysis, design, development, installation, maintenance, support, tuning, and/or monitoring tasks. Participates in all phases of the acquisition process, client meetings, interacts with technical staff and assists and/or supervises less experienced consultants.*

(MS) Staff Qualifications

Vendor must describe how Vendor's staff is qualified to provide services under the following skill categories

5.3 Drupal Core (minimum version 7, or above), Additional Drupal Module Support, PHP, Apache, MySQL, Linux, Enterprise Customer Service & Support

5.3.1 Direct Work History

List engagements where Vendor provided the specific services identified above. It is not mandatory that Vendor has experience in all of the following service areas. However, those Vendors who are able to identify the most extensive related experience will receive the highest evaluation scores. A single engagement may be listed for more than one of these key services, if appropriate. Indicate Vendor's level of support for the engagement by using the number of *years / months*, or other measurement of active participation.

5.3.1.2 Other Related Experience

Vendors having additional skills or experience related to *Drupal Enterprise Support, Hosting and Content Migration*, which may be of value to WSDOT, should list the experience below.

5.4 (MS) Oral Presentations/Interviews

WSDOT at its sole discretion may elect to select the top scoring finalists for a three (3) hour oral presentation and final determination of Contract award. The oral presentation must include a description of their support model (escalation, support times, submitting of incidents/requests, etc.), a description and demonstration of the hosting model, including the customer admin experience. Demonstrate common Drupal admin/content-provider tasks in the Vendor's environment, including site administration and publishing a web page.

If WSDOT elects to hold oral presentations, it will contact the top scoring Vendors to schedule a date, time, and location. The city in which the oral presentations will be scheduled is Tumwater, Washington. Representations made by the Vendor during the oral presentation will be considered binding.

SECTION 6

6. TECHNICAL REQUIREMENTS

(MS) Technical Requirements

6.1. (MS) Support

- 6.1.1. Describe how the solution/service must provide support tickets including after-hours support, including the following ways to access support services, including:
 - 6.1.1.1. Telephone (toll-free from US numbers)
 - 6.1.1.2. E-mail
 - 6.1.1.3. Web Portal
- 6.1.2. Describe how the customer must be able to track the status of open support tickets.
- 6.1.3. Describe if/how the customer can request copies of web server logs, application logs and SQL logs for the purposes of auditing or troubleshooting.
- 6.1.4. Describe how the solution/service can offer levels of service (# of support tickets per year, unlimited, etc.), and how a customer could purchase additional and or unlimited support tickets.
- 6.1.5. Describe the normal and after-hours support hours.
- 6.1.6. Describe how the service offering can include engineering support including design sessions to identify the major components of the new Drupal system and identify how the system functionality correlates (maps) to specific Drupal modules.
- 6.1.7. Provide a list of available Drupal core and contributed modules that are available and supported by the service offering.
- 6.1.8. Describe how the solution/service can support defined content types and their categorization, including:
 - 6.1.8.1. Content types
 - 6.1.8.2. Views of those content types
 - 6.1.8.3. Taxonomies for categorizing content
 - 6.1.8.4. Workflows for publishing each content type

6.2. (MS) Training

- 6.2.1. Describe the available training for general Drupal concepts and overview.
- 6.2.2. Describe the available training for migration of content from another WCM to Drupal.
- 6.2.3. Describe the available training for administration of Drupal.
- 6.2.4. Describe the available training for Drupal themes and templates.

6.3. (MS) Administrator / Content Author Experience

- 6.3.1. Describe how the proposed solution/service shall provide a secure (encrypted) connection for authenticated user login.
- 6.3.2. Describe how the proposed solution/service shall add or update a module to a Production instance after being tested in a QA instance.
- 6.3.3. Describe how the proposed service shall support customer requests for new Drupal modules or changes to existing modules that are part of our code base.

- 6.3.4. Describe how the proposed solution/service shall support custom forms functionality, including email forms.
- 6.3.5. Describe how the proposed solution/service shall provide the ability to restrict who can access the site.
- 6.3.6. Describe how the proposed solution/service shall support web analytics, like Google Analytics.
- 6.3.7. Describe how the proposed solution/service shall support third-party search tools to crawl content.
- 6.3.8. Describe how the proposed solution/service may provide Single Sign-On (SSO) capability, preferably through SAML federation.
- 6.3.9. Describe how the proposed solution/service can support multiple computing environments (for example, Dev, QA and Production).
- 6.3.10. Describe how the proposed solution/service can easily promote changes from QA to Production.

6.4. (MS) Hosted Drupal Environment

- 6.4.1. Describe how the proposed solution/service shall meet availability goals of 99.99% (4-9's), including planned/scheduled maintenance during defined maintenance windows.
- 6.4.2. Describe how the proposed solution/service shall provide dynamically scalable infrastructure (compute, network) to handle bursts in load from additional demand.
- 6.4.3. Describe how the proposed solution/service shall support 100 GB amount of storage/content.
- 6.4.4. Describe how the proposed solution/service shall store the revision history of every page published within the system for records retention for up to three years.
- 6.4.5. Describe how the solution/service shall address tape/disk backups of the Drupal environment, including database backups.
- 6.4.6. Describe how the solution/service shall address patching of infrastructure within a reasonable timeframe, including Drupal core and installed modules.
- 6.4.7. Describe how the proposed solution/service can provide a load-balanced and high-availability Drupal environment across two or more geographic sites.
- 6.4.8. Describe if/how the proposed service implements Change Management procedures; including providing notification for any scheduled maintenance up to 7 days in advance.
- 6.4.9. Describe how the proposed solution/service offers Disaster Recovery after a service interruption at the primary datacenter.
- 6.4.10. Describe how the proposed solution/service could support a minimum of 200 Mbit/s of network bandwidth bursting to 1 Gbit/s network bandwidth.

6.5. (MS) Customer On Premise Hosted Drupal Environment (Alternative to Requirement 6.4)

- 6.5.1. Describe how the service offering shall include engineering support and make recommendations for the deployment architecture of an on premise Drupal environment, including recommendations for:
 - 6.5.1.1. Web server configuration
 - 6.5.1.2. Load balancing
 - 6.5.1.3. Caching
 - 6.5.1.4. Database replication

6.6. (D) Migration Services

6.6.1. Consulting / Knowledge Transfer

- 6.6.1.1. Drupal Architecture
- 6.6.1.2. Branding
- 6.6.1.3. Templates & Layouts
- 6.6.1.4. Creating publishing workflow
- 6.6.1.5. Example of how to migrate content
- 6.6.1.6. Any other steps to ensure a successful migration

6.6.2. Content Migration Services

- 6.6.2.1. All of the above in the previous “Consulting / Knowledge Transfer” section, and also including that the Vendor perform the complete migration of the content from the current Microsoft CMS solution into Drupal.

7. BEST VALUE

7.1 (MS) Best Value

Vendor must describe in detail what value its product and/or service will provide to WSDOT, such as: the robustness of the proposed solution, supportability of the proposed solution, flexibility of the proposed solution, extensibility of the proposed solution, compliance to industry standards, and ease of use of the proposed solution.

7.2 Scoring of Best Value

This section is worth *ten percent (10%)* and is an all-or-nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the respective points.

8. FINANCIAL QUOTE

Respond to the following requirements per the instructions in section 8.10.

Overview

WSDOT seeks to acquire the Drupal enterprise support, training, hosting and optional content migration services that best meet the State’s needs at the lowest cost and best value.

Contract prices must include all cost components needed for the provisioning of the services as described in Section 5, Experience and Skill Qualifications. All costs associated with the *services* must be incorporated into the price of the Response to the RFQQ. Any *services* offered by the Vendor or its Subcontractor(s) that does not have a corresponding separate price will have no separate additional cost to WSDOT when acquired by WSDOT.

The State makes no volume commitment in this solicitation; the proposed pricing levels should reflect the extensive statewide market provided by the statewide Contract as stated in Section B, *Types and Components of Contract*. The prices on the Contract must be considered maximum or “ceiling” prices. WSDOT has the right to, and are encouraged to obtain quotations for lower pricing based on the specific Products being acquired.

Washington State agencies and local governments will place orders directly with the ASV.

8.1 Financial Grounds for disqualification

Failure to identify all costs in a manner consistent with the instructions in this RFQQ is sufficient grounds for disqualification.

8.2 Taxes

Vendor must collect and report all applicable state taxes. Vendor must not include taxes on the *Price List* or in the *Cost Model* form.

8.3(M) Price List

- 8.3.1 Vendor must provide a *Price List* as an attachment to its Response. Such list shall include the prices for all services necessary to meet the RFQQ's minimum mandatory requirements. Vendor's *Price List* may include any additional products, software, and services appropriate to the scope of this RFQQ.
- 8.3.2 All terms on the price list must be compatible with the terms of the RFQQ and subsequent Contract.
- 8.3.3. All prices provided in the Appendix E *Cost Model* must be consistent with and cross-reference the *Price List*.

8.4(M) Presentation of All Cost Components

All elements of recurring and non-recurring costs must be identified and included in the *Price List* and *Cost Model*. This must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation, warranty work and maintenance.

8.4.1 Shipping and Handling Charges

All items are to be quoted FOB destination, *Olympia, Washington*. All anticipated shipping costs necessary to meet the delivery schedule must be included in the line item price quote of each item. No additional charges for shipping or handling will be allowed.

8.4.2 Training

Classroom training costs must include all documentation and materials.

8.4.3 Miscellaneous Expenses

Expenses related to day-to-day performance under any Contract, including but not limited to, travel, lodging, meals, incidentals will **not** be reimbursed to the Vendor. Notwithstanding the forgoing, the State recognizes that there may be additional occasions when the Vendor will be required by WSDOT to travel. In such case WSDOT must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement shall be at rates not to exceed the guidelines for State employees published by the Washington State Office of Financial Management set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoc.htm>), and not to exceed expenses actually incurred.

8.5 (M) Price Protection

For the initial term of the Contract, the Vendor must guarantee to provide the *services* at the proposed rates. Services rates shall not be increased during the initial term of the Contract. Vendor may propose rate increases, in writing, at least sixty (60) calendar days before the end of the initial term. Proposed price adjustments will be taken into consideration when determining whether to extend any Contract.

8.6 (M) Price Decrease Guarantee

The ASV, at its discretion, may elect to provide *the services* specified in this RFQQ at a lower price than originally quoted at any time during the term of the Contract.

8.7 (M) Costs Not Specified

Where there is no charge or rate for a *requested service component in this RFQQ*, enter N/C (no charge) or zero (0) on the *Price List* or *Cost Model*, as applicable. If the Vendor fails to provide a price, the State will assume the item is free. If the Vendor states “no charge” for an item in the model, the State will receive that item free for the period represented in the model.

8.8 (M) Cost Model

The *Cost Model* form contained in Appendix D must be completed using the pricing from Vendor’s proposed *Price List* included in its Response. Vendor must include in the *Cost Model* all cost components needed for the provisioning of the services as described in Section 5, Experience and Skill Qualifications.

8.9 (MS) Completion of Cost Model

The Vendor must follow the instructions set forth below to complete the *Cost Model*, which will be the basis for evaluation of the Financial Response as specified in Section 9.4.3, *Financial Quote Evaluation*. Use the forms in Appendix E, *Cost Model*, to itemize the costs associated with your proposed solution. All prices appearing in the *Cost Model* must also be included in Vendor’s *Price List*.

8.10 Instructions

Under the Cost Model section ENTERPRISE SUPPORT (UNLIMITED INCIDENTS), enter the total annual dollars for Reactive Support / Problem Resolution and Proactive Support. Proactive Support is hours included in the contract for limited ongoing, operational tasks performed by the Vendor in the Drupal environment.

Under the Cost Model section TRAINING, enter the total annual dollars for each line item. Training is generic (non-tailored) Drupal training curriculum to be delivered by the Vendor to WSDOT, based on five (5) seats for WSDOT staff. Specify the number of hours included in the training and the price.

Under the Cost Model section HOSTING, enter the total annual dollars for hosting of the Drupal environments listed in Section 1.1 Background utilizing a Managed/Enterprise Hosting method as defined in Section 1.5 Definitions.

Add the ENTERPRISE SUPPORT (UNLIMITED INCIDENTS) + TRAINING + HOSTING sections to arrive at Grand Total, and enter that price into the GRAND TOTAL box.

The Cost Model also includes a section ADDITIONAL / OPTIONAL SERVICES (D) for desirable, non-scored pricing of additional services or alternative options to the above services.

Under the ENTERPRISE SUPPORT (LIMITED INCIDENTS), enter the total annual dollars for Reactive Support / Problem Resolution and Proactive Support. Proactive Support is hours included in the contract for limited ongoing, operational tasks performed by the Vendor in the Drupal environment. The primary difference in this option only includes a limited number of annual Reactive Support/Problem Resolution incidents.

Under the Cost Model section HOSTING, enter the total annual dollars for hosting of the Drupal environments listed in Section 1.1 Background utilizing the hosting methods listed as defined in Section 1.5 Definitions.

Under the Cost Model section CONTENT MIGRATION SERVICES (D), enter the total dollars and consulting hours included for Vendor-provided professional services tailored to WSDOT's environment to perform content migration from WSDOT's current Microsoft CMS system to Drupal. The first line item is focused on working with WSDOT staff to design the Drupal architecture, Branding, Templates & Layouts, publishing workflows, sample content migration process, and any other steps to ensure a successful migration. The second line item builds on the first and has the Vendor performing the migration of existing content (10,000 pages, etc. see Section 1) into Drupal.

SECTION 9

9. EVALUATION PROCESS

Overview

The Vendor who meets all of the RFQQ requirements and receives the highest number of total points as described below in Section 9, *Vendor Total Score*, will be declared the ASV and enter into contract negotiations with WSDOT.

9.1 Administrative Screening

Responses will be reviewed initially by the RFQQ Coordinator to determine on a pass/fail basis compliance with administrative requirements as specified in Section 3, *Administrative Requirements*. Evaluation teams will only evaluate Responses meeting all administrative requirements.

9.2 Mandatory Requirements

Responses meeting all of the administrative requirements will then be reviewed on a pass/fail basis to determine if the Response meets the Mandatory requirements (see Sections 4, 5, & 6). Only Responses meeting all Mandatory requirements will be further evaluated.

The State reserves the right to determine at its sole discretion whether Vendor's response to a Mandatory requirement is sufficient to pass. If, however, all responding Vendors fail to meet any single Mandatory item, WSDOT reserves the following options: (1) cancel the procurement, or (2) revise or delete the Mandatory item.

9.3 Allocation of Points

The scores for Response will be assigned a relative importance for each scored section. The relative importance for each section is as follows:

PHASE I	
Experience and Skill Qualifications	
Experience Levels	<i>50 points</i>
Staff Qualifications	<i>50 Points</i>
Technical Requirements	<i>400points</i>
Financial Quote	<i>250 points</i>
Phase I Subtotal	<i>750 points</i>
PHASE II	
Top Candidates -Oral Presentation/Interview	<i>150 points</i>
Best Value	<i>100 points</i>
Phase II Subtotal	<i>250 points</i>
Total Points (Phase I and Phase II)	<i>1000 points</i>

9.4 Qualitative Review and Scoring

Only Responses that pass the administrative screening and Mandatory requirements review will be evaluated and scored based on responses to the scored requirements in the RFQQ. Responses receiving a “0” on any Mandatory Scored (MS) element(s) will be disqualified.

9.4.1 Experience and Skill Qualifications Evaluation

Each scored element in the Experience and Skill Qualifications section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be used in the calculation of Vendor’s total score, as set forth in Section 9, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each experience/skill requirement. A scale of zero to four will be used, defined as follows:

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1	Below Average	Capability is substandard to that which is average or expected as the norm.
2	Average	The baseline score for each item, with adjustments based on the evaluation team’s reading of the Response.
3	Above Average	Capability is better than that which is average or expected as the norm.
4	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

9.4.2 Technical Requirements Evaluation

Each scored element in the Technical Requirements section of the Response will be given a score by each team evaluator. Then, the scores will be totaled and an average score for each Vendor will be calculated as set forth below. This will be

used in the calculation of Vendor's total score, as set forth in Section 9.5, *Vendor Total Score*.

Evaluation points will be assigned based on the effectiveness of the Response to each technical requirement. A scale of zero to four will be used, defined as follows:

0	Unsatisfactory	Capability is non-responsive or wholly inadequate.
1	Below Average	Capability is substandard to that which is average or expected as the norm.
2	Average	The baseline score for each item, with adjustments based on the evaluation team's reading of the Response.
3	Above Average	Capability is better than that which is average or expected as the norm.
4	Exceptional	Capability is clearly superior to that which is average or expected as the norm.

9.4.3 Financial Quote Evaluation

The financial evaluation team will calculate the financial score for the Financial Quote section of the Response using Vendor's Cost Model (see Appendix E). This financial score will be used in the calculation of Vendor's total score, as set forth in Section 9.5, *Vendor Total Score*.

<u>Lowest Price Quote</u>	X	[total points/percentage possible]=	Financial Score
Vendor's Price Quote			

9.4.4 Phase II Evaluation

WSDOT may, after evaluating the written proposals, elect to schedule *oral presentations/interviews* of the top scoring finalists. The RFQQ Coordinator will notify finalists of the date, time and location of the oral presentations. The dates in the Schedule (Section 2) are an estimate and are subject to change at the discretion of WSDOT.

Final points for the *oral presentations/interviews* will be calculated by an average of the individual scores as set forth below. This will be used in the calculation of Vendor's total score, as set forth in Section 9.5, *Vendor Total Score*.

9.4.5 Scoring of Best Value

This section is worth *ten percent (10%)* and is an all-or-nothing category. Only one Vendor whose proposal is determined to be the Best Value will be awarded the points.

9.5 Vendor Total Score

Vendors will be ranked using the Vendor's Total Score for its Response, with the highest score ranked first and the next highest score ranked second, and so forth. Vendor's Total Score will be calculated as follows:

Total Score = (Experience and Skill Qualifications Score) + (Technical Requirements Score) + (Oral Presentation/Interview Score) + (Financial Score) + (Best Value)

9.6 Selection of Apparently Successful Vendor

The Vendor with the highest Vendor total score will be declared the ASV. WSDOT will enter into contract negotiations with the ASV. Should contract negotiations fail to be completed within one (1) month after initiation, WSDOT may immediately cease contract negotiations and declare the Vendor with the second highest score as the new ASV and enter into contract negotiations with that Vendor. This process will continue until the Contracts are signed or no qualified Vendors remain.

APPENDIX A: CERTIFICATIONS AND ASSURANCES

Drupal Web Content Management Enterprise Support, Training, Hosting and Migration Issued by the State of Washington

We make the following certifications and assurances as a required element of the Response to which it is attached, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the RFQQ are conditions precedent to the award or continuation of the resulting ☐ Contract.

The prices in this Response have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this Response have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract award unless otherwise required by law. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.

The attached Response is a firm offer for a period of ☐120☐ days following the Response Due Date specified in the RFQQ, and it may be accepted by WSDOT without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the ☐120☐-day period. In the case of protest, your Response will remain valid for ☐180☐ days or until the protest is resolved, whichever is later.

In preparing this Response, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the State's solicitation, or prospective ☐ Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

We understand that the State will not reimburse us for any costs incurred in the preparation of this Response. All Responses become the property of the State, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the Response. Submission of the attached Response constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the solicitation document.

We understand that any ☐ Contract awarded, as a result of this Response will incorporate all the solicitation requirements. Submission of a Response and execution of this Certifications and Assurances document certify our willingness to comply with the ☐ Contract terms and conditions appearing in Appendix B, or substantially similar terms, if selected as a contractor. It is further understood that our standard contract will not be considered as a replacement for the terms and conditions appearing in Appendix B of this solicitation.

We (circle one) **are** / **are not** submitting proposed ☐ Contract exceptions (see Subsection 0, ☐ Contract Requirements).

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX B: MODEL CONTRACT

Terms and Conditions
For

[Insert description of Services]

APPENDIX C: Minority and Women's Business Enterprises (MWBE) Participation Form

MWBE participation is defined as: Certified MBEs and WBEs bidding as prime contractor, or prime contractor firms subcontracting with certified MWBEs. For questions regarding the above, contact Office of MWBE, (360) 753-9693.

In accordance with WAC 326-30-046, WSDOT goals for acquisitions have been established as follows:
12% MBE or WBE.

MBE FIRM NAME	*MBE CERTIFICATION NO.	PARTICIPATION %

WBE FIRM NAME	*WBE CERTIFICATION NO.	PARTICIPATION %

*Certification number issued by the Washington State Office of Minority and Women's Business Enterprises.

Name of Vendor completing this Certification: _____

APPENDIX D: COMPLAINT AND PROTEST PROCEDURES

1.0 COMPLAINT

This complaint procedure is available to Vendors with unresolved issues or concerns that were not addressed or resolved during the question and answer period of the solicitation.

Vendor complaints must be received, in writing, by the Solicitation Coordinator **not less than five (5) business days prior to the deadline for bid submission.**

Grounds for Complaint

Written complaints may be based only on the following:

- The solicitation unnecessarily restricts competition;
- The solicitation evaluation or scoring process is unfair or flawed; or
- The solicitation requirements are inadequate or insufficient to prepare a response.

Complaints not based on these criteria will not be considered.

Format and Content

Vendors making a complaint shall include in their written complaint to WSDOT all facts and arguments upon which the Vendor relies. Vendors shall, at a minimum, provide the following in their written complaint:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The solicitation document name and number and reference to WSDOT as the issuing agency ;
- Specific and complete statement of WSDOT's action(s) that is the subject of the complaint;
- Specific reference to the basis for the complaint; and
- Description of the relief or corrective action requested.

WSDOT Review Process

Upon receipt of a complaint, the Solicitation Coordinator or his or her designee will consider all the facts available and respond in writing prior to the deadline for bid submissions. The complaint response and any changes to the solicitation arising from the complaint shall be posted on WEBS as an amendment to the solicitation.

The Solicitation Coordinator's response to the complaint is final and not subject to administrative appeal. A copy of this response will be sent to the Secretary's Office or designee.

Issues raised in a complaint may not be raised again during the protest period.

2.0 PROTESTS

This protest procedure is available to Vendors who submitted a Response to this solicitation and have requested and attended a debriefing conference. Protests must be made to WSDOT after the Apparently Successful Vendor (ASV) has been announced. To be considered, Vendor protests must be received, in writing, by WSDOT within five (5) Business Days after the Vendor debriefing conference.

Grounds for Protest

Protests may be made on only these grounds:

- A matter of bias, discrimination, or conflict of interest on the part of an evaluator;
- Errors in computing the scores; or
- Non-compliance with procedures described in the procurement document or agency protest process or DES requirements.
-

Protests not based on these criteria will not be considered

Procedure for Protest

A Vendor must file a written protest with WSDOT within five (5) Business Days after their debriefing conference. WSDOT will immediately notify Department of Enterprise Services (DES) of receipt of the protest. WSDOT will also postpone further steps in the acquisition process until the protest has been resolved.

A protest shall be in writing, shall contain the facts and arguments upon which the protest is based, and shall be signed by a person authorized to bind the Vendor to a contractual relationship. At a minimum, the protest shall include the following information:

- The name of the protesting Vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- The solicitation document name and number and reference to WSDOT as the issuing agency.
- Specific and complete statement of WSDOT's action(s) being protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

Protests shall be addressed to:

Chief Information Officer
Washington State Department of Transportation
7345 Linderson Way SW
Tumwater, WA 98501-7430

The Vendor shall also forward a copy to the WSDOT Solicitation Administrator at the same time the protest is sent to the Chief Information Officer.

WSDOT REVIEW PROCESS

Upon receipt of a protest, a protest review will be held by WSDOT. WSDOT will postpone signing Contracts with ASVs until the Vendor protest has been resolved. Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the Vendor and all other relevant facts known to WSDOT. All available facts will be considered, and the director of the department responsible for administration of the Contract, or his/her delegate will issue a decision within five Business Days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay within five Business Days of receipt of the protest.

WSDOT DETERMINATION

The final determination shall:

- Find the protest lacking in merit and uphold the agency's action;
- Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest;
- Find merit in the protest and provide the agency with options that may include:
 - Correct errors and reevaluate all proposals; or
 - Reissue the solicitation document; or
 - Make other findings and determine other courses of action as appropriate.
- Not require the agency to award a Contract to the protesting party or any other Vendor, regardless of the outcome.
- The determination of WSDOT is final and no further administrative appeals are available.

APPENDIX E: COST MODEL

1.0 COST MODEL

Vendor will complete the following Cost Model form per Section 8, Financial Quote.

ENTERPRISE SUPPORT (UNLIMITED INCIDENTS)	
Reactive Support / Problem Resolution, including Incidents Unlimited Incidents per year 24x7 phone/web support Proactive Support included. Examples: Consulting / Advisory Hours Limited ongoing, operational tasks (for example, patching Drupal Core / Modules)	\$ _____ _____ Hours included in contract
TRAINING	
Training, including all related costs Based on five (5) Drupal administrators / Designers / Content Managers	\$ _____ And _____ Hours included in contract
HOSTING	
(Use the definitions and sizing information in Section 1. List annual price.)	
Managed / Enterprise Hosting	\$ _____
GRAND TOTAL	\$ _____

ADDITIONAL / OPTIONAL SERVICES (D)

ENTERPRISE SUPPORT (LIMITED INCIDENTS)	
Reactive Support / Problem Resolution, including Incidents Limited Incidents (minimum 12 per year) 24x7 phone/web support Proactive Support included. Examples: Consulting / Advisory Hours Limited ongoing, operational tasks (for example, patching Drupal Core / Modules)	\$ _____ _____ Hours included in contract
HOSTING	
(Respond to any/all that apply, using the definitions and sizing information in Section 1. List annual price.)	
Dedicated Hosting	\$ _____

VPS Hosting	\$ _____
Cloud Hosting	\$ _____
CONTENT MIGRATION SERVICES	
Consulting / Knowledge Transfer (See Technical Requirements Section 6.6), including: Drupal Architecture Branding Templates & Layouts Creating publishing workflows Example of how to migrate content Any other steps to ensure a successful migration	\$ _____ And _____ Hours
Content Migration (performed by vendor) All of the above in the previous “Consulting / Knowledge Transfer” section, and also including that the Vendor perform the complete migration of the content from the current Microsoft CMS solution (as described in Section 1) into Drupal	\$ _____ And _____ Hours

Vendor Signature

Vendor Company Name

Title

Date

APPENDIX F: RESPONSE CHECKLIST

In order to be considered responsive, Vendors must include, at a minimum, the following components in their RFQQ Response. Failure to include or properly document any of the following requirements may be grounds for disqualification.

General:

Vendor must properly respond to each question/requirement contained in Sections 4, 5, & 6 as per Sections 3.5 *Response Contents*, 3.6 *Number of Response Copies Required*, and 3.7 *Response Presentation, and Format*.

Volume 1:

- ☐ Vendor's executive summary explicitly acknowledging receipt of all RFQQ revisions issued
- ☐ The Response to the Vendor requirements (Section 4)
- ☐ The Response to the experience and skill qualifications (Section 5)

Volume 2:

- ☐ The Responses to the financial requirements (Section 8)
- ☐ Vendor's Price List (Section 8)
- ☐ Vendor's completed Cost Model (Appendix E)
- ☐ Vendor's signed and completed *Certifications and Assurances* (Appendix A)
- ☐ Vendor's exceptions and/or proposed revisions to the [] *Contract* (Appendix B)
- ☐ Vendor's *MWBE Certification* (Appendix C), if applicable